

**1 Tabetha A. Martinez, Esq. (NV 14237)
Susan E. Gillespie, Esq. (NV15227)**

BURGER | MEYER LLP
400 South 4th St., Suite 500
Las Vegas, NV 89101
Telephone: (949) 427-1888
Facsimile: (949) 427-1889
Email: tmartinez@burgermeyer.com
sgillespie@burgermeyer.com

6 || Attorneys for Defendant
WALMART INC.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

2 | PAMELA CAUGHRON, an individual,

13 Plaintiff,

14 || VS.

15 WALMART INC., a foreign corporation, d/b/a
16 WALMART SUPERCENTER #5864; DOES
1-X; BLACK AND WHITE COMPANIES 1-
17 X; and ABC CORPORATIONS 1-X,
inclusive.,

18 Defendants.

Case No.: 3:23-cv-00156-ART-CSD

STIPULATED PROTECTIVE ORDER

20 The parties have stipulated to entry of this Protective Order pursuant to Fed. R. Civ. P. 26(c)
21 and LR IA 6-2. Discovery in this action related to the claims and defenses asserted includes
22 documents and/or information that Defendant Walmart Inc. d/b/a Wal-Mart asserts are confidential
23 and/or proprietary. The unnecessary disclosure or dissemination of such confidential and/or
24 proprietary could cause irreparable harm to the owner or holder of such information. The parties
25 desire to set forth processes to protect the confidentiality of information and documents that a party
26 deems confidential and/or proprietary. Therefore, with good cause appearing,

27

28

1 IT IS HEREBY ORDERED THAT:

2 1. Designation of Confidential Documents and Information. The Responding Party shall
3 mark as "confidential" or "produced pursuant to protective order" or in some similar fashion any
4 document for which it claims protection under this order. The documents, things and information
5 contained in them or gleaned from them shall only be used, shown and disclosed only as provided in
6 this order. The term "confidential documents and information" as used in this order shall be construed
7 to include the documents and materials so marked, and their content, substance and the information
8 contained in or gleaned from them. The term shall also be construed to include any summaries,
9 quotes, excerpts and/or paraphrases of the documents, things or information. The designation shall
10 be made in good faith and shall not be made with respect to any document which is in the public
11 domain, such as patents, or any other document which has previously been produced or disseminated
12 without confidentiality protection.

13 2. Access to Confidential Documents and Information by Qualified Persons. This
14 protective order is limited to the context of pre-trial civil discovery. This protective order does not
15 restrict dissemination of information if gained from other public sources outside of pre-trial civil
16 discovery. Accordingly, access to confidential documents and other materials, any parts thereof, any
17 summaries or extracts thereof, as well as matters contained therein which are produced or obtained
18 exclusively through pre-trial discovery shall be limited to the following "qualified persons." The
19 following persons are automatically deemed a "qualified person":

20 a. This Court and its employees;
21 b. The jurors;
22 c. Counsel of record for the parties to this lawsuit;
23 d. Those paralegals, stenographic and clerical employees who are employed by
24 and assisting counsel of record;
25 e. The parties of record and their officers, directors, employees, counsel of
26 record and insurers to the extent necessary to assist in preparing for discovery, depositions,
27 resolution, or for trial, or who are otherwise assisting in this litigation;
28 f. Deposition witnesses;

1 g. Witnesses called at trial;

2 h. Any mediator who is assigned/chosen to hear this matter, and his/her staff,
3 subject to their agreement to maintain confidentiality to the same degree as required by this
4 stipulation; and

5 i. Any expert or consultant (including persons directly employed by such experts
6 or consultants) who has been retained or specially employed by a party in anticipation of this
7 litigation or for trial of this case, to the extent necessary to assist in the litigation, and who
8 has signed a written certification in the form set forth as Exhibit "A"; provided, however, that
9 no confidential documents and information shall be disseminated to any expert or consultant:

10 i. Who is an employee of a direct business competitor of the party
11 producing the information; or

12 ii. Who is employed by a direct business competitor of the party
13 producing the information and who directly participates in design, manufacturing,
14 marketing, or service activities of direct business competitors.

15 j. Any certified shorthand or court reporters retained to report a deponent's
16 testimony taken in this litigation;

17 k. Persons shown on the face of a document to have authored or received it;

18 l. Any person whom the parties agree, in advance and in writing, may receive
19 such protected information, provided that the person has signed a written certification
20 in the form set forth as Exhibit "A."

21 Counsel of record shall maintain such certifications for all designated experts, and shall
22 provide copies of the certifications upon demand to counsel for any opposing party. Demand to one
23 counsel of record for a party is deemed to be a demand to all counsel of record for a party.

24 3. Jurisdiction Over Qualified Persons. Each qualified person is subject to the
25 jurisdiction of this court for purposes of enforcement of this order. Counsel of record are responsible
26 for ensuring that their employees comply strictly with this order. Violation by an employee of counsel
27 shall be deemed a violation by counsel.

1 4. Challenges to Claims of Confidentiality. If a party contends that any documents,
2 information or portions of them which another party or third party has designated as confidential are
3 not entitled to protection, the parties in good faith will confer and attempt to reach an agreement. If
4 the parties cannot reach an agreement, the party seeking to reclassify may seek appropriate relief
5 from the court, with the party seeking to maintain the confidential designation bearing the burden to
6 establish the claim of confidentiality. The documents and information shall remain confidential until
7 their status is changed by stipulation or order of the Court.

8 5. Use of Confidential Documents and Information Generally. Confidential documents,
9 things and information may be used solely in connection with this lawsuit and for no other purpose.
10 No qualified person who gains access to the confidential documents, things and information may
11 disclose them or their contents to any other person without the written stipulation of the producing
12 party or by order of this Court.

13 6. Use of Confidential Documents and Information in this Lawsuit. Confidential
14 documents, things and information may be used at trial, arbitration or at depositions, in accordance
15 with the following safeguards. If confidential documents, things and information are used in
16 depositions, all portions of the transcript of such depositions and exhibits thereto which refer to or
17 relate to such confidential documents, things or information shall themselves be considered as
18 confidential documents. The party introducing during a deposition such confidential documents,
19 thing and information shall ensure that the court reporter binds the confidential portions of the
20 transcript and exhibits separately and labels them "confidential." In addition, each deponent is
21 ordered that he may not divulge any confidential documents, things or information except to qualified
22 persons. Confidential documents, things or information may be offered at the trial and/or arbitration
23 of this matter for consideration by the trier of fact.

24 7. Filing and Sealing.

25 A. To the extent that a pleading or other paper references a document designated for
26 protection under this Order, then the pleading or other paper shall refer the Court to the particular
27 document filed under seal without disclosing the contents of any confidential information.

1 B. Before any document designated for protection under this Order is filed under seal
2 with the Clerk, the filing party shall first consult with the party that originally designated the
3 document for protection under this Order to determine whether, with the consent of that party, the
4 exhibit may be filed with the Court not under seal.

5 C. Where agreement is not possible or adequate, a document designated for protection
6 under this Order shall only be filed electronically under seal in accordance with the electronic case
7 filing procedures of this Court, including, without limitation, LR IA 10-5, and the requirements of
8 any relevant case law. Any motion brought pursuant to this provision must be accompanied by a
9 competent certification that the parties were unable to reach an agreement about an unsealed filing.

10 D. Where filing electronically under seal is not possible or adequate, before a document
11 designated for protection under this Order is filed with the Clerk, it shall be placed in a sealed
12 envelope marked CONFIDENTIAL which envelope shall also display the case name, docket
13 number, a designation of what the exhibit is, the name of the party in whose behalf it is submitted,
14 and the name of the attorney who has filed the exhibit on the front of the envelope. A copy of any
15 document filed under seal may also be delivered to the judicial officer's chambers. All documents
16 filed under seal shall be served upon the non-disclosing party in paper form, notwithstanding whether
17 said documents are electronically filed, in accordance with LRC IC 4-1(c).

18 E. To the extent that it is necessary for a party to discuss the contents of any document
19 designated for protection under this Order in a pleading or other paper filed with this Court, then
20 such portion of the pleading or other paper shall be filed under seal. In such circumstances, counsel
21 shall prepare two versions of the pleading or other paper, a public and a sealed version. The public
22 version shall contain a redaction of references to CONFIDENTIAL documents. The sealed version
23 shall be a full and complete version of the pleading or other paper and shall be filed with the Clerk
24 under seal as set forth above. A copy of the un-redacted pleading or other paper also may be delivered
25 to the judicial officer's chambers.

26 8. Action by the Court. Applications to the Court for an order relating to any documents
27 designated for protection under this Order shall be by stipulation or motion under Local Rules 7-1 or
28 7-2 and any other procedures set forth in the presiding judge's standing orders or other relevant

orders. Nothing in this Order or any action or agreement of a party under this Order limits the Court's power to make any orders that may be appropriate with respect to the use and disclosure of any documents produced or used in discovery or at trial.

4 9. Disposal at the Conclusion of this Action. At the conclusion of this action, including
5 any appeal, or upon the settlement and/or dismissal of the litigation, all confidential documents,
6 things and information, and all copies thereof, shall be returned to the counsel for the producing party
7 within forty-five (45) days. Counsel for the parties may preserve work product and privileged
8 documents in their permanent files even though such documents may reflect or contain confidential
9 documents or information.

10 10. Amendments. Nothing in this order will prejudice either party from seeking
11 amendments broadening or restricting the rights of access to and the use of confidential documents
12 or information, or contesting the designation of a confidential document or qualified person.

13 11. Execution. Facsimile copies of signature pages may be used as originals and this
14 Stipulated Protective Order may be executed in counterparts with the same full force and effect. This
15 Stipulation and Protective Order consists of eight (8) pages inclusive of a single one-page exhibit,
16 and is executed on the dates set forth below.

IT IS SO ORDERED:
C S O
UNITED STATES MAGISTRATE JUDGE

DATED: June 6, 2023

22 || DATED: June 6, 2023

DATED: June 6, 2023

23 /s/ Susan E. Gillespie, Esq.
24 Susan E. Gillespie, Esq.
25 Nevada Bar No. 15227
26 BURGER MEYER
 400 S. Fourth Street, Ste. 5
 Las Vegas, NV 89101
 (949) 427-1888

Attorneys for Defendants

/s/ Sarah M. Quigley, Esq.
Sarah M. Quigley, Esq.
Nevada Bar No. 11518
BRADLEY, DRENDEL & JEANNEY
P.O. Box 1987
Reno, NV 89505
(775) 335-9999

Atorneys for Plaintiff

ATTACHMENT A

NONDISCLOSURE AGREEMENT

I, _____, do solemnly swear that I am fully familiar with the terms of the Stipulated Protective Order entered in *Pamela Caughron v. Walmart, Inc. et al.*, United States District Court for the District of Nevada, 3:23-cv-00156-ART-CSD and hereby agree to comply with and be bound by the terms and conditions of that Stipulated Protective Order unless and until modified by further order of this Court. I hereby consent to the jurisdiction of said Court for the purposes of enforcing this order.

Dated: _____

Signed: _____